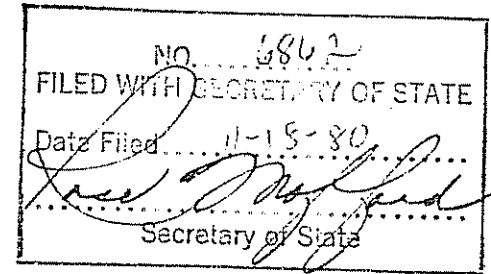


CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT

A.G. CONTRACT NO. 80-762

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF TUCSON, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this AGREEMENT, and

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this AGREEMENT, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this AGREEMENT and has authorized the undersigned as its representative to execute the same on behalf of said CITY, and

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in the CITY. This work shall include, but not be limited to, the installation of new traffic signals on:

B-10 at Irvington Road

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall advertise for bids and award a contract for the installation of the traffic signals and intersection lighting on B-10 at Irvington Road.

2. The CITY shall provide the controller cabinet -- a value of approximately six thousand five hundred dollars (\$6,500.00) -- to the contractor for installation during construction of the signals. The actual cost of the cabinet shall be documented, and the CITY shall supply a copy of said documentation to the STATE.

3. Upon completion of the work, the STATE shall bill the CITY for fifty percent (50%) of the final project costs, but no more than twenty-five thousand dollars (\$25,000.00). The final project costs will be considered to be: the contract cost, the contract administration cost, the "field" inspection cost, and the controller cabinet cost.

4. Upon receipt of the invoice, the CITY shall claim credit for the documented cost of the controller cabinet and shall reimburse the STATE for the remainder of the charges.

5. This AGREEMENT shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.

6. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

7. This AGREEMENT shall be filed with the Secretary of State and shall become effective on the 1st day of October, 1980, but in no event prior to its being filed with the Secretary of State.

8. Attached to this AGREEMENT and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this STATE to enter into this AGREEMENT and that it is in proper form.

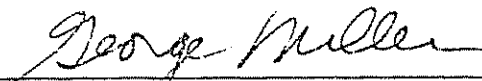
STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

Date: 10/27/80

CITY OF TUCSON

By: 
George Miller
Title: Mayor Pro Tempore

Date: _____

ATTEST:


City Clerk

OCT 14 1980

RESOLUTION NO. 11306

RELATING TO PUBLIC TRANSPORTATION; APPROVING AND AUTHORIZING THE
EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE
OF ARIZONA FOR INSTALLATION OF TRAFFIC SIGNALS AND INTER-
SECTION LIGHTING ON B-10 AT IRVINGTON ROAD.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. That the Intergovernmental Agreement between the
State of Arizona and the City of Tucson relating to Project
No. MP 249.74, a copy of which agreement is attached hereto as
Exhibit A, is approved.

SECTION 2. That the Mayor is authorized and directed to
sign for and on behalf of the City of Tucson the aforementioned
agreement and such counterparts as may be necessary or desirable,

Clerk is authorized and directed to attest the same.

Certificate of Clerk

City of Tucson

State of Arizona } ss
County of Pima }

I, Donald L. De Ment, the duly appointed and qualified City Clerk of the City of Tucson, Arizona, do hereby certify that the foregoing is a true, correct, and compared copy of Resolution No. 11306, which was passed and adopted by the Mayor and Council of the City of Tucson Arizona on the 14th day of

Pursuant to A.R.S. §11-952(D), the Attorney for the City of Tucson has this 18th day of September, 1980, determined that the foregoing Intergovernmental Agreement with the State of Arizona, Project No. MP 249.74, is in proper form and is within the powers and authority granted to the City of Tucson under the laws of the State of Arizona.

FREDERICK S. DEAN
City Attorney

By Louise B. Stratton
Louise B. Stratton
Assistant City Attorney



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

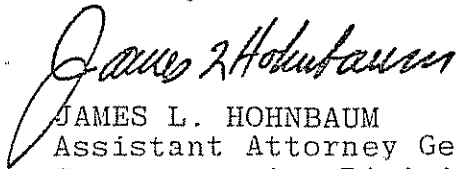
DETERMINATION

A. G. Contract No. 80-762, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3d day of NOVEMBER, 1980.

ROBERT K. CORBIN
Attorney General


JAMES L. HOHNBAUM
Assistant Attorney General
Transportation Division